

STANDARD TERMS AND CONDITIONS

SUEZ Water Purification Systems Ltd

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions of Business (save where the context otherwise requires) the following expressions shall have the following meanings:-

1.1.1 “**Confidential Information**” means information concerning or relating to know-how, trade secrets, technical processes, customer, client and supplier lists, price lists, reports, memoranda, details of contractual arrangements and any other matters concerning the business affairs or finances of the company or the Customer (as the case may be) or clients or customers of or other persons having dealings with either of them;

1.1.2 “**Contract**” means these Terms and Conditions governing the sale and provision and supply by the company and the purchase by the Customer of the Goods and/or the Project and/or the Services and/or the Cylinder Exchange Scheme;

1.1.3 “**Customer**” means the person(s) purchasing the Goods and/or the Project and/or the Services and/or the Cylinder Exchange Scheme;

1.1.4 “**Cylinder Exchange Scheme**” means the scheme for the exchange of the Customer’s cylinders as operated by The company from time to time and as briefly described in Schedule 2 of this Contract;

1.1.5 “**Equipment**” means all types of units, systems, equipment, associated machinery and parts and spares supplied by The company or, if agreed in writing by SUEZ Water Purification Systems Ltd, such items not supplied by the company but in respect of which the company agrees to provide Services;

1.1.6 “**Exchange Service Registration Form**” means the exchange service registration form available from the company from time to time relating to the Cylinder Exchange Scheme;

1.1.7 “**Goods**” means the articles which the Customer agrees to purchase from the company and which are specified in SUEZ Water Purification Systems Official Literature;

1.1.8 “**Intellectual Property Rights**” means any and all patents, trademarks, rights, names, design rights, copyrights, know-how and database rights (whether registered or not) and any applications to register or rights to apply for registration of any of the foregoing, rights in confidential information, goodwill and all other intellectual property rights of a similar or corresponding character which may exist now or in the future in any part of the world;

1.1.9 “**Price**” means the price for the Goods and/or the Project and/or the Services and/or the Cylinder Exchange Scheme exclusive of VAT, carriage, packaging and insurance;

1.1.10 “**Project**” means the supply by the company to the Customer of equipment and/or services which are not specified in SUEZ Water Purification Systems’ Official Literature;

1.1.11 “**Company**” means SUEZ Water Purification Systems Limited (Company Registration No. 01464412) whose registered office is at Unit C Bandet Way, Thame Industrial Estate, Chinnor Road, Thame, Oxfordshire OX9 3SJ, United Kingdom;

1.1.12 “**SUEZ Water Purification Systems’ Official Literature**” means such literature that is from time to time made available by the company but subject to any changes made at its absolute discretion;

1.1.13 “**Quotation**” means the estimated costs of the Goods and/or the Project and/or the Services and/or the Cylinder Exchange Scheme;

1.1.14 “**Services**” means the servicing, maintenance and/or repair of Equipment and/or such other services as the company may from time to time agree in writing to provide and as briefly described in Schedule 1 of this Contract;

1.1.15 “**Site**” means the site of the Customer as may be agreed by the company with the Customer.

1.2 Words importing the singular number only shall include the plural number and vice versa and where a party consists of more than one person obligations and agreements of that party shall take effect as joint and several obligations and agreements.

1.3 The clause headings in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of the clauses to which they refer.

1.4 Words importing the neuter shall include the masculine and feminine and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.

1.5 Words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to permit or allow infringement of such restriction.

1.6 This Contract supersedes any prior agreement (oral or in writing) between the parties and the parties acknowledge that this Contract contains the whole agreement between them and that the Customer has not relied upon any oral or written representations made by the company or its employees or agents.

1.7 For the avoidance of doubt, the provisions of this Contract apply to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

2. REQUEST FOR GOODS

2.1 The Customer will select the Goods that the Customer requires from SUEZ Water Purification Systems Official Literature and following the provision in writing to the company by the Customer of all necessary information (which the Customer shall ensure is true, complete and accurate in all respects) in relation to the Goods required by the Customer, the company will provide the Customer with a Quotation based solely on the said information supplied by the Customer.

2.2 The Customer acknowledges and agrees that all Goods are offered for sale subject to the availability of stocks and that this Contract is not a sale by sample.

2.3 If the Customer wishes to accept the Quotation the Customer must place an order for the Goods with the company. The order must be in writing with reference to the Quotation provided by the company and will be deemed by the company to confirm that all details and information supplied and contained within the Quotation are true, complete and accurate.

2.4 In placing an order for the Goods in accordance with Clause 2.3 the Customer confirms to the company that the Customer accepts and understands the terms of this Contract and agrees to be bound by them. The Customer's order is subject to confirmation and acceptance by the company and a contract will only come into being upon such acceptance and confirmation and in accordance with this Contract.

2.5 If the Quotation contains provisional sums the company shall use reasonable endeavours to ascertain a cost and agree it with the Customer before incurring expenditure on the Customer's behalf. However, if this is not possible the Customer shall pay the cost of the item plus a profit margin (to be determined by the company at its absolute discretion but which shall not exceed 33% of the cost of the item) in which case the total price set out in the Quotation shall be adjusted accordingly. SUEZ Water Purification System Ltd Terms and Conditions of Sale – issue 4 (effective from 1.8.13)

2.6 Unless otherwise stated, any Quotation issued by the company is valid for acceptance for 30 days from the date thereof Provided that the company has the right to withdraw the Quotation at any time.

2.7 Should the Customer wish to cancel or amend the Customer's order for Goods, the Customer must inform the company in writing within 24 hours of making the order, which for the purpose of this Clause only, time shall be of the essence, and such cancellation or amendment shall only be valid if it is acknowledged, confirmed and accepted by the company in writing. The company has the right to charge the Customer a cancellation fee, and/or has the right to amend the Quotation

in respect of the change, taking into account the amount of work carried out, or additional work which will need to be carried out, in relation to such order made by the Customer (in addition to all cancellation/termination/amendment fees payable by the company to any third party). The level of such fees shall be at the sole discretion of the company. If the company accepts the cancellation or amendment and the Goods ordered by the Customer have already been despatched by the company to the Customer, the Customer must (at its own cost) return the Goods to the company's place of business immediately.

3. REQUEST FOR PROJECT

3.1 The Customer will provide in writing to the company all necessary information (which the Customer shall ensure is true, complete and accurate in all respects) in relation to the Project required by the Customer, following which the company will provide the Customer with a Quotation based solely on the said information supplied by the Customer (and subject to the provisions of this clause 3).

3.2 If the Customer wishes to accept the Quotation the Customer must place an order for the Project with the company. The order must be in writing with reference to the Quotation provided by the company and will be deemed by the company to confirm that all details and information supplied and contained within the Quotation are true, complete and accurate.

3.3 In placing an order for the Project in accordance with Clause 3.2 the Customer confirms to the company that the Customer accepts and understands the terms of this Contract and agrees to be bound by them. The Customer's order is subject to confirmation and acceptance by the company and a contract will only come into being upon such acceptance and confirmation and in accordance with this Contract.

3.4 If the Quotation contains provisional sums the company shall use reasonable endeavours to ascertain a cost and agree it with the Customer before incurring expenditure on the Customer's behalf. However, if this is not possible the Customer shall pay the cost of the item plus a profit margin (to be determined by the company at its absolute discretion but which shall not exceed 30% of the cost of the item) in which case the total price set out in the Quotation shall be adjusted accordingly.

3.5 Unless otherwise stated, any Quotation for a Project issued by the company is valid for acceptance for 90 days from the date thereof Provided that the company has the right to withdraw the Quotation at any time.

3.6 In the case of a Project, unless otherwise agreed by the company, the company will not process and/or commence work relating to the Customer's order for the Project for a period of 7 days from the date of acceptance and confirmation by the company of the Customer's written order and during such 7 day period, which for the purposes of this Clause only, time shall be of the essence, the Customer may cancel or change the order by informing the company in writing and such cancellation or change shall only be valid if it is acknowledged, confirmed and accepted by the company in writing and will be subject to any amendment to the Quotation which may be required. Due to the unique nature of the Project ordered by the Customer, upon the expiry of the 7 day period from the date of receipt by the company of the Customer's written order, the Customer will not be entitled to cancel or change the order and will be liable for payment in full.

3.7 If the company agrees with the Customer to process and/or commence work relating to the Customer's order for a Project prior to the expiry of the 7 day period referred to in Clause 3.6 and the Customer then cancels or changes the order within the 7 day period and the cancellation or change is accepted by the company, SUEZ Water Purification Systems has the right to charge the Customer a cancellation or amendment fee taking into account the amount of work carried out, or additional work which will need to be carried out, in relation to the Customer's order (in addition to all cancellation/termination/amendment fees payable by the company to any third party). The level of such fees shall be at the sole discretion of the company.

3.8 The Customer hereby acknowledges and agrees that the company may without further reference to the Customer make such minor alterations to the specifications and designs and other matters relating to the Project as it shall in its absolute discretion consider to be an improvement. Further, if any material, product, equipment or other item required for the Project shall be unavailable for reasons outside the company's control, SUEZ Water Purification Systems has the right to substitute other materials, products, equipment and other items of the same or a similar standard without further reference to the Customer.

3.9 The company's installation engineers and tradesmen will carry out the installation of the Project on the Customer's prepared foundations which the Customer shall ensure are in place and are suitable in all respects for the Project.

3.10 The Quotation for the Project is, unless otherwise stated by the company, based on the following assumptions:

- 3.10.1 that any additional and/or overtime work will be charged at the rate prevailing at the time the work is carried out;
- 3.10.2 that there will be no delay due to causes outside the company's control and that installation can be completed in one continuous visit to the site;
- 3.10.3 that there is clear access to the site for offloading and lifting into position and that the Customer will provide electric power for welding and hand tools free of charge from adjacent power socket outlets;
- 3.10.4 that the Customer will provide water for pressure testing free of charge at the inlet of the equipment and at a rate sufficient for pressure testing and that adequate drainage facilities are available for draining down after pressure testing;
- 3.10.5 that no bonus payments, enhanced rates, condition money or side agreements are in force on site and should the company incur such costs, these will be chargeable as an extra at cost plus 20%;
- 3.10.6 that no time will be lost through strikes or risks outside the company's control and that no personnel employed by the company will be required to carry out work outside the hours agreed for the Project nor at any place outside of the Site;
- 3.10.7 that all requests for special information will be made at least 14 days prior to the planned site work;
- 3.10.8 that all services will terminate within one metre of the equipment provided or agreed location.
- 3.11 the company will commission the plant required in respect of the Project at a price based on the following assumptions:
- 3.11.1 that commissioning can be completed in one continuous visit to site;
- 3.11.2 that water, chemicals, electric power and any other necessary consumables and services (including effluent disposal), for commissioning will be provided by the Customer free of charge and will be available on demand;
- 3.11.3 that the Customer's staff will be available at all times during the commissioning period and demonstration and, if it is part of the Project, for plant operation.
- 3.12 The plant is deemed commissioned and handed over when automatic operations have been demonstrated and treated water quality is satisfactory under the prevailing conditions of feed water supply and handing over will not be delayed because of the non-availability of feed water or the Customer's inability to accept treated water.
- 3.13 the company will supply one complete set of operating manuals and drawings in respect of the Project in its standard content and format and any additional copies or special format requirements will be charged as an extra.
- 3.14 Unless otherwise stated by the company in writing the following are not included in a Project contract:
- 3.14.1 any building and civil engineering works including, foundations, bunds, drainage channels, buildings, cutting away making good existing structures, access roads and site clearance and reinstatement;
- 3.14.2 any space heating and lighting;
- 3.14.3 any electrical trace heating, lighting and cladding;
- 3.14.4 any air compressors and associated equipment and pipe work up to the control panel or solenoid valve boxes in the Customer's supply;
- 3.14.5 any drainage trenches, sewers, effluent sumps and drainage pipe work;
- 3.14.6 any bulk chemical storage facilities;
- 3.14.7 all chemicals, fuel, electricity, compressed air, water and other consumables including any such required for commissioning;

3.14.8 all electrical power cabling and switch gear including motor starters;

3.14.9 offloading, lifting into position, storage on site and transport to and from the storage area;

3.14.10 breaking into water, electricity, compressed air, drains and other services;

3.14.11 effluent treatment and disposal;

3.14.12 bunding and containment of the area surrounding the company's equipment.

3.15 Copyright in all drawings and design information remains the property of the company and may not be copied, reproduced or disclosed to any third party without the company's written consent. Dimensions, weights and similar details given in such drawings and documents are approximate only unless certified by the company.

3.16 The Customer will afford to the company, its staff, agents and sub-contractors, whilst on the Site, the same protection for health and safety as is due to the Customer's employees and if the company, its staff, agents and sub-contractors are required to enter the premises of a third party, the Customer will procure that the third party also affords such protection to the company, its staff, agents and sub-contractors as is due to its employees.

3.17 Prior to the commencement of the Project the Customer undertakes to issue the company with a permit to work and/or such other authorisation, consent or certificate reasonably required by the company to enable it to adequately perform its obligations in respect of the Project under this Contract.

4. SUPPLY OF SERVICES

4.1 the company will provide the Services (if any) to the Customer subject to the terms of this Contract to the exclusion of all others.

4.2 The Customer will at its own expense provide the company with all necessary information, equipment, materials, data and documentation in relation to the Services, and will be solely responsible for the accuracy thereof and warrants that the same does not infringe the copyright or other rights of any third party, and that the Customer will indemnify the company against any loss, damages, costs, expenses or claims arising from any such infringement.

4.3 The Customer warrants that it has disclosed to the company all facts and information affecting or likely to affect the Services and the health and safety of the company's employees, agents and sub-contractors in the performance of the Services and/or the operation of the Equipment and shall from time to time promptly disclose in writing to the company any alterations or prospective alterations to such facts and information.

4.4 If the company has issued a Quotation which the Customer wishes to accept, an order for the Services must be placed by the Customer with the company in writing with reference to the Quotation. The Customer's order will be deemed by the company to confirm that all details and information supplied and contained within the Quotation are true, complete and accurate. The Customer's order is subject to confirmation and acceptance by the company and a contract will only come into being upon such acceptance and confirmation and in accordance with this Contract.

4.5 Unless otherwise stated, any Quotation issued by the company is valid for acceptance for 30 days from the date thereof Provided that the company has the right to withdraw the Quotation at any time.

4.6 In placing the order for Services the Customer confirms to the company that the Customer accepts and understands the provisions of this Contract and if the company accepts the order, the Customer agrees to be bound by such provisions.

4.7 If any Quotation or Contract contains provisional sums, or if unforeseen work or services require to be carried out, the company shall use reasonable endeavours to ascertain a cost and agree it with the Customer before incurring expenditure on the Customer's behalf. However, if this is not possible the Customer shall pay the cost of the item plus a profit margin (to be determined by the company at its absolute discretion but which shall not exceed 33% of the cost of the item) in which case the total price set out in the Quotation or in the Contract shall be adjusted accordingly.

4.8 Prior to the commencement of the performance of the Services the Equipment shall be deemed to be in good working order and if the company reasonably requires, a chargeable assessment visit (which for the avoidance of doubt will be charged in addition to any sums referred to in a Quotation or the Contract) will be conducted by the company and the cost

of any parts, consumables or other items required to put the Equipment in good working condition will be charged to and paid by the Customer. Any manpower cost required to put the Equipment in good working condition shall be charged in addition and agreed between the company and the Customer.

4.9 the company shall be entitled at its sole discretion to vary the Services Provided that the total price charged by the company does not exceed the total price (excluding provisional sums) set out in the Quotation.

4.10 The Customer shall permit the company, its employees, sub-contractors, agents and other appointed representatives access to the Site at all reasonable times for the purposes of providing the Services.

4.11 The Customer will be responsible for any loss or damage to any goods, materials, tools or equipment delivered to or stored at the Site except to the extent that such damage arises from the failure of the company to take reasonable care.

4.12 The Customer shall at its own cost ensure that all information, data, documentation, and material ("Information"), all ventilation, light, telephone, power supplies, facilities and equipment and all personnel engaged by or associated with the Customer and required for the performance of the Services by the company in accordance with the terms of this Contract are made available to the company at all reasonable times, and in the case of Information that is complete and accurate.

4.13 The Customer shall ensure that all consumables and parts, including (but not limited to) cylinders, chemicals and filtration media delivered to the Site shall be available in or within close proximity to the plant room/Equipment location at the time of visit by the company for the performance of the Services.

4.14 The Customer shall ensure that an authorised representative of the Customer is present when the Services are being performed and that the said authorised representative shall sign the service report after completion of the Services.

4.15 No person provided by the Customer or any third party to assist the company shall be or be deemed to be an employee or agent of the company.

4.16 The Customer shall ensure that any goods, products or other equipment supplied by it to the company for the purpose of carrying out the Services are of satisfactory quality and fit for their purpose.

4.17 Unless otherwise agreed in writing by the company the Customer will not during the continuance of this Contract allow any other person, firm or company other than the company to carry out all or any part of the Services (save in respect of an assignee, licensee or sub-contractor as referred to in clause 24.1).

4.18 The Customer will afford to the company, its staff, agents and sub-contractors, whilst on the Site, the same protection for health and safety as is due to the Customer's employees and if the company, its staff, agents and sub-contractors are required to enter the premises of a third party, the Customer will procure that the third party also affords such protection to the company, its staff, agents and sub-contractors as is due to its employees.

4.19 Unless otherwise agreed in writing the company shall perform the Services during its normal working hours applying from time to time.

4.20 In the event that the company cannot reasonably service all or any part of the Equipment specified in this Contract, the company may after notifying the Customer in writing of the type and additional cost (if any) of alternative Equipment of the same or similar quality supply such alternative Equipment under the Contract and the Customer shall be responsible for payment of any such additional costs.

4.21 If for unforeseen circumstances in change of feed water quality or operation and/or Site changes the company considers additional equipment is necessary for the correct operation of the Equipment, the company will inform the Customer. The Customer shall install such additional equipment and if the Customer fails to do so, or such additional equipment is not installed to the company's satisfaction, the company has (at its absolute discretion) the right to terminate this Contract or increase its charges in respect of the Services.

5. DURATION OF SERVICES

5.1 The Contract for the performance by the company of the Services shall commence on the date specified and agreed by the company with the Customer and shall continue for an initial period of one year and thereafter shall continue on a yearly basis unless otherwise agreed or terminated earlier in accordance with the provisions of clause 5.2 or clause 18.2.

5.2 Either the company or the Customer may terminate the Contract for the Services by giving no less than three months' prior written notice and Provided that such notice does not expire before:

5.2.1 the end of the initial period referred to in clause 5.1 hereof; or

5.2.2 in the event the Contract for Services is continuing on a yearly basis following the expiry of the said initial period, the end of any such continuation year (being the day immediately before an anniversary date of the commencement of the Contract for Services).

In the event of such termination the Customer shall be liable to pay all sums due to the company under the Contract for Services up to the date of termination.

5.3 the company hereby reserves the right to vary the terms of the Contract for the Services at any time after the expiry of the initial period referred to in clause 5.1 hereof upon giving no less than three months' prior written notice. On receipt of such notice the Customer may terminate the Contract for Services by giving not less than one month's prior written notice to the company Provided that such notice expires on the date upon which any such variations would come into effect. In the event of such termination the Customer shall be liable to pay all sums due to the company under the Contract for the Services up to the date of termination.

6. REQUEST FOR CYLINDER EXCHANGE SCHEME

6.1 The Customer will select the type of Cylinder Exchange Scheme that the Customer requires from SUEZ Water Purification Systems Official Literature and following the provision in writing to the company by the Customer of all necessary information (which the Customer shall ensure is true, complete and accurate in all respects) in relation to the Cylinder Exchange Scheme required by the Customer, the company will provide the Customer with a Quotation based solely on the said information supplied by the Customer.

6.2 If the Customer wishes to accept the Quotation the Customer must place an order for the Cylinder Exchange Scheme with the company and must also complete and return to the company the Exchange Service Registration Form. The order must be in writing with reference to the Quotation provided by the company and will be deemed by the company to confirm that all details and information supplied and contained within the Quotation are true, complete and accurate.

6.3 In completing and returning the Exchange Service Registration Form the Customer confirms to the company that all details supplied and contained within the Exchange Service Registration Form are true, complete and accurate. Further and for the avoidance of doubt, the Customer hereby acknowledges and agrees that it has and will disclose in writing to the company full details of all and any prescribed substances (as detailed on the Exchange Service Registration Form and which for the avoidance of doubt shall include all and any prescribed substances regulated under the Environmental Protection Act 1990 either at the date of this Contract or at any time in the future) used by the Customer in relation to any of the Customer's cylinders subject to the Cylinder Exchange Scheme and will obtain the company's prior written consent to the use of any such prescribed substances in connection therewith.

6.4 In placing an order for the Cylinder Exchange Scheme the Customer confirms to the company that the Customer accepts and understands the terms of this Contract and agrees to be bound by them. The Customer's order is subject to confirmation and acceptance by the company and a contract will only come into being upon such acceptance and confirmation and in accordance with this Contract.

6.5 If the Quotation contains provisional sums the company shall use reasonable endeavours to ascertain a cost and agree it with the Customer before incurring expenditure on the Customer's behalf. However, if this is not possible the Customer shall pay the cost of the item plus a profit margin (to be determined by the company at its absolute discretion but which shall not exceed 33% of the cost of the item) in which case the total price set out in the Quotation shall be adjusted accordingly.

6.6 Unless otherwise stated, any Quotation issued by the company is valid for acceptance for 30 days from the date thereof Provided that the company has the right to withdraw the Quotation at any time.

6.7 If the company accepts the Customer's order (and further subject to payment being received from the Customer in respect of such) it shall issue to the Customer a voucher or vouchers in respect of the Cylinder Exchange Scheme selected by the Customer. The said voucher(s) will only be valid for 2 years from the date of issue by the company and cannot be used by the Customer in respect of the Customer Exchange Scheme in any circumstances after that time. Further, the

Customer will not be entitled to any refund of any sums paid in respect of the Customer Exchange Scheme. The voucher(s) cannot be redeemed for cash or other goods or services whatsoever and are non-transferable.

6.8 When the Customer wishes to redeem any voucher under the Cylinder Exchange Scheme, the Customer shall ensure that it complies with the company's voucher redemption policy from time to time in force and which shall be notified by the company to the Customer.

6.9 The Customer must make any exhausted cylinder available for collection by the company immediately after order placement, in accordance with the Cylinder Exchange Scheme, failing which the company reserves the right at its absolute discretion to charge the Customer for all daily failed collection charges, and any other costs and expenses incurred in connection with such failure. Following any such failure the Customer shall as soon as possible make alternative arrangements acceptable to the company for the collection by the company of any exhausted cylinder.

6.10 If the company discovers that there is any damage to the cylinder(s) collected by it, the Customer shall be liable for all such damage and the Customer will pay all costs and expenses incurred to remedy the same.

7. IMPORTANT

the company accepts no responsibility for the fitness, quality or suitability of any materials, equipment, goods products or other items or matter supplied or expressly specified by the Customer and any loss or damages which may flow from the use of such materials, equipment, goods, products or other items or matter will be the sole responsibility of the Customer.

8. TIME NOT OF THE ESSENCE

the company shall use its reasonable endeavours to meet any times and dates specified for performance of its obligations contained in any Quotation or in this Contract. However, all such times and dates are approximate only and the company shall not be deemed to be in breach of this Contract and shall not be liable in any manner for any delay, for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance of its obligations and, subject to Clauses 2.7, 3.6, 9.9, 9.10, 9.13, and 11.6, time shall not be of the essence of this Contract.

9. DELIVERY

9.1 Delivery shall be deemed to take place when the Goods and/or Project and/or the cylinder(s) delivered in accordance with the Cylinder Exchange Scheme are collected by the Customer from the company or when the Goods and/or Project and/or the cylinder(s) delivered in accordance with the Cylinder Exchange Scheme are delivered to the address specified in the Customer's order and from the moment that the Goods and/or Projects and/or the cylinder(s) delivered in accordance with the Cylinder Exchange Scheme begin to be unloaded from the delivery vehicle.

9.2 The Quotation, if appropriate, shall include the cost of delivery to the address specified in the Customer's order. the company will not be required to deliver an order in instalments or to more than one address. However, if the Customer requests the company to deliver the Goods and/or Project and/or the cylinder(s) delivered in accordance with the Cylinder Exchange Scheme in instalments or to a different address than that specified in the Customer's order, the company will be entitled to make an additional charge to the Customer calculated in accordance with the extra costs incurred by it in respect of such delivery plus an administration fee of 20% thereof and which, if possible, will be notified to the Customer by the company prior to delivery.

9.3 The Customer must make all arrangements to take delivery of the Goods and/or Project and/or the cylinder(s) delivered in accordance with the Cylinder Exchange Scheme whenever they are tendered for delivery.

9.4 If the premises or property to which the Goods and/or Project and/or the cylinder(s) delivered in accordance with the Cylinder Exchange Scheme are delivered are, at the time of delivery, closed, there is no answer, there is insufficient access (to include but not limited to adequate lift facilities and any third party specialist assistance which may be required), there is insufficient parking, there are prohibitive security restrictions, or if delivery is not accepted, the company will retain the Goods and/or Project and/or the said cylinder(s) until the Customer has made alternative arrangements to accept delivery acceptable to the company and SUEZ Water Purification Systems will be entitled to make an additional charge (to include but not limited to costs of storage and re-delivery) to the Customer in respect of such.

9.5 In the event that the Goods and/or Project and/or the cylinder(s) to be provided under the Cylinder Exchange Scheme are to be collected by the Customer, if any of such have not been so collected within 3 calendar months of the week

estimated for collection, the company will be entitled to make an additional storage charge in respect of the period from such date until the Goods and/or Project and/or cylinder(s) are collected. Provided that in the event the Goods and/or Project and/or cylinder(s) have not been collected within 6 months of the week estimated for collection, the company may elect by notice in writing to the Customer to cancel the Customer's order and dispose of the Goods and/or Project and/or the cylinder(s) as it may decide in its absolute discretion but the Customer shall remain liable for any outstanding balance due to the company together with any additional storage or other charges incurred as a result of such non-collection.

9.6 All Goods and Projects and cylinder(s) provided under the Cylinder Exchange Scheme supplied by the company are at the Customer's risk from the moment of delivery under this Clause 9 and the Customer should insure the Goods and/or Project and/or cylinder(s) against loss or damage.

9.7 the company shall not be liable for any loss or damage whatsoever due to failure by it to deliver the Goods and/or the Project and/or the cylinder(s) under the Cylinder Exchange Scheme (or any of them) promptly or at all.

9.8 Notwithstanding that the company may have delayed or failed to deliver the Goods and/or Project and/or cylinder(s) under the Cylinder Exchange Scheme (or any of them) promptly the Customer shall be bound to accept delivery and to pay for the Goods and/or Project and/or the cylinder(s) in full. Provided that the delivery shall be tendered at any time within 3 calendar months of the date specified for delivery.

9.9 The Customer must inspect the Goods and/or Project on delivery and within 7 days of delivery (which for the purposes of this clause only time shall be of the essence) notify the company in writing of any alleged defect, shortage in quantity, damage or failure to comply with description. Failure to comply with the said time period will render any potential claim void.

9.10 The Customer must inspect the cylinder(s) delivered under the Cylinder Exchange Scheme on delivery and within 72 hours of delivery (which for the purpose of this clause only time shall be of the essence) notify the company in writing of any alleged defect, shortage in quantity, damage or failure to comply with description. Failure to comply with the said time period will render any potential claim void.

9.11 If the Customer notifies the company of any defect or otherwise as detailed in clause 9.9 or 9.10 above then the Customer must, before any use is made of them, afford the company a period of 14 days from such notification to inspect the Goods and/or Project and/or cylinder(s) to assess the Customer's allegation.

9.12 If the Customer fails to comply with the provisions above the Goods and/or Project and/or cylinder(s) are conclusively presumed to be in accordance with this Contract and free from any defect or damage that would be apparent on reasonable examination of the Goods and/or Project and/or cylinder(s) and the Customer is deemed to have accepted the Goods and/or Project and/or cylinder(s).

9.13 The Customer must notify the company of any non-delivery of Goods and/or the Project and/or cylinder(s) under the Cylinder Exchange Scheme within 10 days of the date of despatch (as stated on the invoice), which for the purposes of this clause only time shall be of the essence. Notwithstanding the receipt by the Customer of any such notice a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of items indicated on the advice sheet. Failure to comply with the said time period will render any potential claim void.

9.14 If the Customer requires the company to make arrangements for the assembly and/or placement and/or installation of the Goods and/or Project and/or cylinder(s) under the Cylinder Exchange Scheme or to do anything which does not form part of this Contract, the company may make such arrangements at its absolute discretion and subject to the payment by the Customer of all and any additional costs in connection with the same as notified by the company to the Customer.

10. ACCOUNTS

In placing any order with the company under this Contract the Customer confirms that it authorises the company to set up one or more (at the company's discretion) accounts for the Customer (if no such account(s) is/are already in existence) on such terms as the company may decide from time to time and the Customer shall provide the company with all information that the company may request to enable it to set up the said Customer account(s).

11. PRICE AND TERMS OF PAYMENT

11.1 The price for the Goods and/or Cylinder Exchange Scheme will be as shown in the company's current price and/or product list as amended from time to time and will be reflected in the Quotation provided to the Customer. In the case of a Project, the price will be reflected in the Quotation.

11.2 Unless otherwise agreed in writing, the company will, on the acceptance by it of the Contract in respect of the provision of Services, invoice the Customer for the full value of the Contract.

11.3 Unless otherwise agreed in writing all sums due under the terms of clause 11.2 are non-refundable.

11.4 All sums payable by the Customer pursuant to this Contract are (unless otherwise stated) exclusive of any Value Added Tax or any other applicable tax which the Customer will pay in addition on the due date for payment.

11.5 Notwithstanding the provisions of clause 11.2, the company will invoice the Customer at any time which may be determined by the company in its absolute discretion.

11.6 Unless otherwise agreed in writing by the company the Customer shall pay any invoice in full within 30 days of the date of the invoice, which for the purpose of this clause only time shall be of the essence.

11.7 Notwithstanding the provisions of clause 11.6, the company may by written notice require the Customer to pay any invoice issued to the Customer at any time.

11.8 Unless otherwise agreed in writing by the company, payment can only be made in pounds sterling. Payment may be made (subject to the company's right to specify a particular method of payment at its absolute discretion) by bank transfer or by cash or by cheque or by credit or debit card. In the case of payment by credit or debit card, details of the credit or debit card are to be provided to the company by the Customer and the Customer authorises the company to deduct from the credit or debit card those sums due to it in accordance with this Contract. The company will not pass on the Customer's credit or debit card details to any third party (save to the relevant payment processing agency). The Customer undertakes that all details the Customer provides to the company for the purpose of ordering and purchasing the Goods and/or Project and/or Cylinder Exchange Scheme and/or the Services are correct and that there are sufficient funds SUEZ Water Purification Systems Ltd Terms and Conditions of Sale – issue 4 (effective from 1.8.13) to cover the cost of the Goods and/or Project and/or Cylinder Exchange Scheme and/or the Services ordered.

11.9 Should the Customer fail to pay any invoice, or any part thereof, submitted by the company, SUEZ Water Purification Systems may, without prejudice to any other remedy available to it, charge the Customer interest (both before and after judgment) at the rate of 4% per annum above the base rate of Barclays Bank Plc from time to time in force from the due date until payment is made in full.

11.10 the company is a company registered under s1099 of the Companies Act 2006 and payment may not be delayed because of the Customer's failure to obtain all necessary details concerning location, whereabouts or address for service.

11.11 the company shall be entitled to cease or suspend the supply of any Goods and/or Project and/or Cylinder Exchange Scheme and/or Services to the Customer until such time as all outstanding fees and interest are paid in full and shall be entitled to exercise a lien over any items, equipment or documentation belonging to the Customer which may be in the possession of the company until all monies due under this Contract or under any other contract with the Customer have been paid.

11.12 Payment is not considered received from the Customer until the company receives notification of cleared funds representing the amount paid in its bank account or the bank account of its agent or nominee.

11.13 The Customer shall make all payments due under this Contract without any deduction whether by way of set-off counterclaim or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the company to the Customer.

11.14 All sums payable to the company under this Contract shall become due immediately upon termination of this Contract despite any provision to the contrary.

12 ADDITIONAL SERVICES

12.1 For the avoidance of doubt, the company shall only be obliged to provide the Goods and/or Project and/or Services and/or Cylinder Exchange Scheme as detailed in this Contract. In the event that the Customer wishes the company to carry out or provide any further or additional goods or projects or services (including, but not limited to, providing any service to put any of the Customer's Equipment in good working condition; or providing services outside the hours designated for the provision of the Services in accordance with this Contract), such will be provided at the company's absolute discretion and

will be subject to the payment by the Customer of all costs, fees and expenses associated with the same as notified in writing by the company to the Customer.

12.2 the company shall also be entitled, without prejudice to its other rights and remedies, by written notice to the Customer to increase the value of the Contract by an amount equivalent to:

12.2.1 the additional costs incurred by the company by virtue of any breach by the Customer of the terms of this Contract;

12.2.2 any increase in the company's costs arising from any matter beyond the company's reasonable control;

12.2.3 any additional time incurred by the company not originally anticipated or in respect of any additional spare parts or other items which are not supplied by the company and which may be affecting the performance of the Equipment subject to the Services.

13. TITLE

13.1 Ownership of the Goods and/or Project and/or any other goods supplied by the company or its agents (whether or not in the performance of the Services) shall not pass to the SUEZ Water Purification Systems Ltd Terms and Conditions of Sale – issue 4 (effective from 1.8.13)

Customer until all sums due to the company under this Contract or any other contract with the Customer have been paid in full.

13.2 Until property in the Goods and/or Project and/or any other goods supplied by the company or its agents passes to the Customer in accordance with clause 13.1, the Customer must hold the Goods and/or Project and/or any other goods supplied by the company or its agents to the Customer on a fiduciary basis as bailee for the company. The Customer must keep (at its own cost) the Goods and/or Project and/or any other goods supplied by the company or its agents to the Customer in such a manner as clearly shows that the Goods and/or Project and/or any such other goods remain the property of the company.

13.3 Notwithstanding that the Goods and/or Project and/or any other goods supplied by the company or its agents remain the property of the company, any sale or dealing of the same by the Customer shall be a sale or use of the company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods and/or Project and/or any other goods supplied by the company or its agents passes from the company to the Customer, the entire proceeds of sale or otherwise of the Goods and/or Project and/or any other goods supplied by the company or its agents must be held in trust for the company and shall not be mixed with any other money or paid into any overdrawn bank account and shall be at all material times identified as the company's money.

13.4 the company shall be entitled to recover all sums due to it notwithstanding that property in any of the Goods and/or Project and/or any other goods supplied by the company or its agents has not passed from the company.

13.5 Until such time as property in the Goods and/or Project and/or any other goods supplied by the company or its agents passes from the company the Customer shall upon request deliver up such of the Goods and/or Project and/or any other goods supplied by the company or its agents as shall not have ceased to be in existence or resolve to the Customer. If the Customer fails to do so the company shall at any time be entitled to enter the Customer's property, or onto any property at which the company reasonably believes the Goods and/or Project and/or any such other goods to be, to remove any Goods and/or Project and/or any other goods supplied by the company or its agents to the Customer. On the making of such request the rights of the Customer under clause 13.3 ceases.

13.6 The Customer must keep the Goods and/or Project and/or any other goods supplied by the company or its agents which are the property of the company in good repair and condition and properly protected and insured against 'all risks' to the reasonable satisfaction of the company until the date property in the said Goods and/or Project and/or any other goods supplied by the company or its agents passes to the Customer and must whenever requested by the company produce a copy of the policy of insurance. Without prejudice to the other rights of the company, if the Customer fails to do so, all sums whatever owing by the Customer to the company forthwith become due and payable.

13.7 The Customer must not pledge or charge the Goods and/or Project and/or any other goods supplied by the company or its agents to the Customer which are the property of the company by way of security for any indebtedness of the Customer. Without prejudice to the other rights of the company, if the Customer fails to do so, all sums whatever owing by the Customer to the company forthwith become due and payable.

14. RETURN OF GOODS

The Customer must package to the company's specification and pay the cost of carriage of any Goods and/or Project and/or any other goods supplied by the company or its agents returned to the company. The Customer shall be responsible for any damage caused to the said Goods and/or Project and/or any other goods supplied to include (but not limited to) damage caused in the course of the return of the Goods and/or Project and/or any other goods supplied by the company or its agent.

15. WARRANTIES

15.1 Subject to the provisions of clause 15.2, the company:

15.1.1 warrants that the Goods supplied will at the time of delivery be within the stated tolerance levels set out in the standard specifications contained in SUEZ Water Purification Systems' Official Literature relating to the Goods current at the date of order;

15.1.2 warrants the Goods against defects arising from faulty materials or workmanship for a period of 12 months from the date of delivery, unless otherwise agreed in writing.

15.2 If the Customer gives written notice to the company of the purpose for which the Customer requires the Goods and the company so agrees in writing, the company warrants that the Goods will be reasonably fit for that purpose.

15.3 the company shall use reasonable endeavours to ensure availability of spare parts and consumables in relation to any Goods and/or other equipment supplied by the company for a minimum period of 5 years from the date of such supply Provided that those spare parts and consumables are available to the company on the open market and at reasonable cost.

15.4 If any Goods and/or other equipment supplied by the company is supplied outside of the United Kingdom and is covered by the warranty set out in clause 15.1, the company will remedy the faulty material and/or workmanship free of charge under the said warranty but if so required by the company, the said Goods and/or other equipment shall be returned to the company's head office at the Customer's cost.

15.5 In relation to any Goods and/or other equipment that are out of warranty and not covered under a contract for the Services including parts and workmanship:

15.5.1 new parts fitted by the company or any of its representatives will be covered by a warranty of 6 months after installation. This warranty is limited to the parts and does not include workmanship or transportation/shipping;

15.5.2 new parts not fitted by the company or any of its representatives will be covered by a warranty of 3 months after despatch. This warranty is limited to the part and does not include transportation/shipping.

15.6 In relation to any Goods and/or other equipment that are out of warranty but which are covered under a contract for the Services including parts and workmanship:

15.6.1 new parts will be fitted free of charge as part of the contract for Services;

15.6.2 if the contract for Services expires before the end of the warranty period for the new parts, they will be covered up to the expiration of this period. This cover will be limited to the parts and will not include workmanship or transportation/shipping.

15.7 the company reserves the right for any Goods and/or other equipment exchanged under warranty to be charged to the Customer until the damaged Goods and/or other equipment has been sent (at the Customer's cost) to the company at its main office for inspection. The company shall determine at its absolute discretion the cause and nature of the damage and such determination shall be final and binding on the Customer. Any payment made by the Customer in respect of any Goods and/or other equipment which shall be deemed by the company to be covered by the warranty under this Contract shall be credited to the Customer by the company.

15.8 For the avoidance of doubt, the warranties given in this clause 15 do not cover any damage to any Goods and/or other equipment or any part thereof caused by misuse, fair wear and tear, wilful damage, negligence of the Customer, failure to ensure the Goods and/or other equipment are serviced and maintained in accordance with the company's or any third party

manufacturer's or supplier's recommendations, failure to follow the company's instructions (whether oral or in writing) or any instructions of any third party manufacturer or supplier or in respect of any alterations made or repairs or actions taken without the company's prior written approval, or for replacement of consumables or any other matter or cause other than faulty materials or workmanship.

16. LIABILITY

16.1 Subject as expressly provided in this Contract and except where the Goods and/or Project and/or Services and/or Cylinder Exchange Scheme are supplied to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

16.2 the company shall be under no liability whatever to the Customer for any indirect and/or consequential loss and/or expense (including but not limited to loss of profit) suffered by the Customer arising out of a breach by the company of this Contract nor any other loss of the Customer arising from the use and/or positioning of the Goods and/or the Project and/or other items or equipment supplied after delivery has been made by the company.

16.3 In the event of any breach of this Contract by the company howsoever caused the remedies of the Customer shall in all instances be limited to damages. Under no circumstances and with no exceptions is the liability of the Customer to exceed the value of the Contract (or part thereof) which is the subject of the specific order to which the alleged loss relates, save that this provision shall have no application to any liability in respect of death or personal injury or any other liability for which exclusion or restriction is prohibited by law.

17. REMEDIES OF THE CUSTOMER

17.1 Where the Customer rejects any Goods and/or Project and/or any other goods supplied by the company or its agents the Customer has no further rights whatever in respect of the supply to it of such Goods and/or Project and/or any other goods supplied by the company or its agents or the failure by the company to supply any Goods and/or Project and/or any other goods supplied by the company or its agents which conform to the Contract.

17.2 Where the Customer accepts or has been deemed to have accepted any Goods and/or Project and/or any other goods supplied by the company or its agents then the company has no liability to the Customer in respect of those Goods and/or Project and/or any other goods supplied by the company or its agents.

17.3 the company is not liable to the Customer for late delivery or short delivery of the Goods and/or Project and/or any other goods supplied by the company or its agents.

18 TERMINATION

18.1 The Customer may only terminate this Contract in accordance with provisions of clause 2, 3 and 5.

18.2 the company shall be entitled without prejudice to the other rights and remedies available to it, either to terminate the whole or any part of this Contract or to suspend any future service in any of the following events:

18.2.1 If any debt due and payable by the Customer to the company is unpaid on the due date of payment, or if the Customer is in breach of its obligations under the Contract which in the case of a breach capable of remedy is not remedied by the Customer within 14 days of receipt by it of a notice specifying the breach and requiring its remedy;

18.2.2 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation or an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer, or if the Customer ceases or threatens to cease to carry on business or the company reasonably apprehends that such events are about to occur in relation to the Customer.

18.3 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either the Customer or the company accrued prior to termination.

18.4 Failure by the company to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under this Contract.

19. CONFIDENTIAL INFORMATION

19.1 the company and the Customer shall not except as authorised or required by this Contract, or except as required by law, at any time (whether during or after the termination of this Contract) reveal to any person, firm or company, or use for its own benefit, any of the Confidential Information and it shall not use or attempt to use any Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to the other party Provided that the provisions of this clause 19 shall cease to apply to information which enters the public domain other than directly or indirectly by reason of the default of the company or the Customer.

19.2 The parties shall use their reasonable endeavours to preserve the Confidential Information and to prevent the publication or disclosure of any Confidential Information.

19.3 The Customer shall not except as authorised or required by this Contract or except as required by law, without the express written consent of the company and subject to such conditions as the company may in its discretion reasonably require to protect its Confidential Information, reveal to any person, firm or company or use for its own benefit, or use for any other purpose than that pursuant to this Contract any Confidential Information of the company including any created during the performance of the Contract.

19.4 the company shall be entitled to make and retain copies of any data, information, material or documentation provided to it by the Customer in the course of performing the Contract as it deems necessary for the full and proper maintenance of its business records.

19.5 the company shall be entitled to, and the Customer hereby authorises the company to, carry out credit checks and due diligence screening checks (which may leave a "footprint" identifying that such checks have been carried out) and other debt monitoring activities and to disclose details and information about the Customer as may be required to credit agencies for such purpose.

19.6 Unless the Customer informs the company to the contrary, the company may use non-confidential information in relation to the performance of the Contract for promotional purposes.

20. RESTRICTIVE COVENANTS

20.1 Without detracting from the company's duty of confidentiality, the company shall be entitled to act for any competitor or client of the Customer whether or not there is a conflict of interest.

20.2 The Customer shall not during, nor at any time within 1 year after the termination of this Contract either on its own account or for any person, firm or company directly or indirectly solicit or entice away and/or receive business from and/or otherwise deal with any person, firm or company who was at any time during the 12 months immediately preceding the termination of this Contract an employee, sub-contractor, independent contractor or agent of the company in relation to the Services.

21. INTELLECTUAL PROPERTY RIGHTS.

21.1 the company hereby reserves all title, interests and Intellectual Property Rights in connection with the Goods and/or Project and/or Cylinder Exchange Scheme and/or Services. For the avoidance of doubt, no rights, interests or title of any nature whatsoever in connection with the same shall pass to the Customer.

21.2 The Customer hereby acknowledges and agrees that all title copyright trademarks and other Intellectual Property Rights or other proprietary rights in or relating to the Goods and/or Project and/or Cylinder Exchange Scheme and/or the Services and any materials provided by the company to the Customer shall remain the sole and absolute property of the company or the relevant owners of those rights and the Customer shall not acquire any rights in or in relation to the same other than those specified in this Contract (if any).

22. NOTICES.

22.1 All notices under this Contract (save where otherwise provided) shall be in writing and shall be deemed to have been served on:

22.1.1 the date of personal delivery if before 5pm or if after that time, the following day;

22.1.2 the second business day after mailing by first class post;

22.1.3 the second business day after sending by confirmed facsimile; or

22.1.4 the second business day after sending by email.

22.2 Notices to the company shall be addressed to its registered office address or to such address as notified by the company to the Customer in accordance with this clause.

22.3 Notices to the Customer shall be addressed to the Customer's registered office or principal place of business or last known place of address in accordance with this clause.

23. FORCE MAJEURE

23.1 Save for the Customer's obligation of payment under this Contract neither party shall be liable for any default due to any act of God, war, civil commotion, malicious damage, strike, lock-out, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule regulation direction or other circumstance be on the reasonable control of either party ('Force Majeure event').

23.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstance giving rise to the Force Majeure Event.

24 ASSIGNMENT

24.1 the company may assign, licence or sub-contract all or any rights or obligations under this Contract without the Customer's consent.

24.2 This Contract is personal to the Customer who may not assign licence or sub-contract all or any of its obligations under this Contract without the company's prior written consent.

25. GENERAL

25.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the parties to this Contract shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

25.2 Subject to clause 5.3 and to the other provisions detailed in this Contract, any variation to this Contract shall have no effect unless expressly agreed in writing between the parties.

25.3 This Contract is subject to the law of England and Wales.

25.4 If any dispute or difference arises between the parties as to the meaning of this Contract or any matter or thing arising out of or connected with this Contract then it shall be referred to the determination of an arbitrator to be appointed by agreement of the parties or (in default of agreement within 12 days of the service upon one party of a written request to concur in such appointment) by the President for the time being of the Chartered Institute of Arbitrators upon the application of either party.

25.5 This Contract shall operate on the footing that if any of the provisions either in part or in whole is held by a Court or any other competent authority not to be valid or enforceable, the validity and enforceability of the remaining provisions of the Contract and the remainder of the affected provision shall continue to apply.